



**Health Services**  
LOS ANGELES COUNTY

**Los Angeles County  
Board of Supervisors**

**Gloria Molina**  
First District

**Mark Ridley-Thomas**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

**John F. Schunhoff, Ph.D.**  
Interim Director

**Robert G. Splawn, M.D.**  
Interim Chief Medical Officer

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[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

*To improve health  
through leadership,  
service and education*



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September 8, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO MEDICAL AND RADIOLOGY  
REPORTS TRANSCRIPTION SERVICES AGREEMENTS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to amend the current medical and radiology reports transcription services, and overflow medical transcription services agreements to extend the term for an additional 3 months through December 31, 2009 to complete the process to obtain successor agreements.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chairman to sign Proposition A (Prop A) Radiology Reports Transcription Services Amendment No. 9 to Agreement No. 72049 (Exhibit I) with MedQuist Transcriptions, Ltd. (MedQuist) for services provided at Los Angeles County+USC Healthcare Network (LAC+USC) and Martin Luther King Jr. Multi-Service Ambulatory Care Center (MLK MACC), to extend the Agreement term for 3 months effective October 1, 2009 through December 31, 2009, under the same rates and terms, for an estimated total amount of \$254,216.
2. Approve and instruct the Chairman to sign Prop A Medical Transcription Services Amendment No. 15 to Agreement No. 70282 (Exhibit II) with MedQuist for services provided at Olive View/UCLA Medical Center (OVMC) and High Desert Health System (HDHS), to extend the Agreement term for 3 months effective October 1, 2009 through December 31, 2009, under the same rates and terms, for an estimated total amount of \$197,500.

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

27

SEPTEMBER 8, 2009

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

3. Approve and instruct the Chairman to sign Prop A Medical Transcription Services Amendment No. 10 to Agreement No. 71386 (Exhibit III), with MedQuist for services provided at MLK MACC, to extend the Agreement term for 3 months effective October 1, 2009 through December 31, 2009, under the same rates and terms, for an estimated amount of \$27,804.
4. Approve and instruct the Chairman to sign Prop A Medical Transcription Services Amendment No. 9 to Agreement No. 74108 (Exhibit IV), with MedQuist for services provided at Harbor-UCLA Medical Center (Harbor), to extend the Agreement term for 3 months effective October 1, 2009 through December 31, 2009, under the same rates and terms, for an estimated amount of \$271,446.
5. Approve and instruct the Chairman to sign Prop A Medical Transcription Services Amendment No. 7 to Agreement No. 72144 (Exhibit V) with PeopleSupport RapidText, Inc. (PSRT), for services provided at Rancho Los Amigos National Rehabilitation Center (Rancho), to extend the Agreement term for 3 months effective October 1, 2009 through December 31, 2009, under the same rates and terms, for an estimated amount of \$56,292.
6. Delegate authority to the Interim Director of the Department of Health Services, or his designee, to execute Amendment No. 9 to Overflow Medical Transcription Service Agreement No. H-209835 (Exhibit VI) for services at LAC+USC with PSRT, to extend the Agreement term for 3 months effective October 1, 2009 through December 31, 2009, under the same rates and terms, for an estimated amount of \$131,250.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Board approval to extend the term of the existing Agreements is necessary to ensure that delivery of vital medical, radiology reports, and overflow medical transcription services continues uninterrupted at various Department of Health Services (DHS or Department) medical facilities during the completion of the process for replacement agreements. The current Agreements will expire on September 30, 2009.

The Department previously advised your Board that the solicitation for all medical transcription services would be released by the end of 2008, with an expectation that successor agreements would be approved prior to the expiration of the current Agreements. It was expected that a single Request for Proposals (RFP) document would be issued, although additional work was needed to coordinate and develop a single scope of work for all the facilities. Currently the scope of work varies by facility.

The RFP process was delayed due to other priority projects that required the same staff resources. After consultation with County Counsel, the Department determined that it is not feasible to issue a RFP due to the compressed time frame and the most prudent and beneficial course of action was to issue a Request for Statement of Interest (RFSI) for current and future transcription needs. On August 20, 2009, DHS released an RFSI for Medical and Radiology Reports Transcription Services. This three month extension is necessary to allow the Department enough time to finalize the RFSI process and the completion of the new contracting process. The new agreement will provide for continued digital medical and radiology reports transcription services as a Prop A contract, as well as allow for future phased implementation of Speech Recognition technology for various departments at each medical facility which would not be a Prop A contract.

#### **Implementation of Strategic Plan Goals**

These actions support Goal 4, Health and Mental Health of the County's Strategic Plan.

#### **FISCAL IMPACT/FINANCING**

The rates will remain the same during the recommended extension period, October 1, 2009 through December 31, 2009, and the total estimated cost is as follows:

<u>Agreement No.</u>	<u>Contractor</u>	<u>Service Site</u>	<u>(10/01/09- 12/31/09) 3 Month Extension</u>
72049-9	MedQuist	LAC+USC (\$215,250) and MLK MACC (\$38,966)	\$ 254,216
70282-15	MedQuist	OVMC (\$175,000) and HDHS (\$22,500)	\$ 197,500
71386-10	MedQuist	MLK MACC	\$ 27,804
74108-9	MedQuist	Harbor	\$ 271,446
72144-7	PSRT	Rancho	\$ 56,292
H-209835-9	PSRT	LAC+USC	<u>\$ 131,250</u>
Total 3 Month Extension			\$ 938,508

Funding is included in the DHS Fiscal Year (FY) 2009-10 Adopted Budget.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

### **Agreement No. 72049 - LAC+USC and MLK MACC (Radiology Reports)**

On March 2, 1999, your Board approved an Agreement with Lanier Professional Services, Inc. for the provision of radiology reports transcription services for LAC+USC and Martin Luther King, Jr. Drew Medical Center (now known as MLK MACC), effective February 1, 1999 through December 31, 2003. On September 21, 1999, the County approved a delegation and assignment of rights from Lanier Professional Services, Inc. to MedQuist Transcription, Ltd. Subsequent amendments updated contract language and extended the term through September 30, 2009.

### **Agreement No. 70282 - OVMC and HDHS (Medical Transcription)**

On August 20, 1996, your Board approved an Agreement with MedQuist for the provision of medical transcription services for OVMC and HDHS, effective September 1, 1996 through August 31, 2000. Under delegated authority, the term was extended for an additional six months through February 28, 2001. Subsequent amendments updated contract language and extended the term through September 30, 2009.

### **Agreement No. 71386 – MLK MACC (Medical Transcription)**

On May 5, 1998, your Board approved an Agreement with MedQuist, for the provision of medical transcription services for MLK MACC, effective June 1, 1998 through May 31, 2002. Subsequent amendments updated contract language and extended the term through September 30, 2009.

### **Agreement No. 74108 - Harbor (Medical Transcription)**

On July 30, 2002, your Board approved an Agreement with MedQuist, for the provision of medical transcription services for Harbor, effective August 1, 2002 through July 31, 2007. Subsequent amendments updated contract language and extended the term through September 30, 2009.

### **Agreement No. 72144 - Rancho (Medical Transcription)**

On June 8, 1999, your Board approved Agreement No. 72144 with Medtext, Inc. for the provision of medical transcription services for Rancho, effective July 1, 1999 through June 30, 2003. Subsequent amendments increased the maximum obligation, extended the term through September 30, 2009, and effectuated a name change to PeopleSupport RapidText, Inc.

**Agreement No. H-209835 - LAC+USC (Overflow Medical Transcription)**

On August 4, 1998, your Board approved an Agreement with MedText, Inc. for the provision of overflow medical transcription services at LAC+USC, effective August 1, 1998 through July 31, 2002. Subsequent amendments increased the maximum obligation, allowed for an increase of \$0.01 in the rate per transcribed line, updated contract language, extended the term through September 30, 2009, and effectuated a name change to PeopleSupport RapidText, Inc.

These Agreements may be terminated by the County with 30 to 60 days written notice to Contractor depending on the Agreement.

County Counsel has approved the attached Amendments, Exhibits I through VI, as to form.

**CONTRACTING PROCESS**

Not applicable.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Board approval of the recommended Amendments will ensure that vital transcription services remain in place and continue uninterrupted at DHS medical facilities.

Respectfully submitted,



John F. Schunhoff, PH.D.  
Interim Director

JS:lvb

Attachments (6)

c: Chief Executive Officer  
Acting County Counsel  
Executive Officer, Board of Supervisors

**RADIOLOGY REPORTS TRANSCRIPTION SERVICES AGREEMENT**

AMENDMENT NO. 9

THIS AMENDMENT is made and entered into this 8th day of  
September 2009,

by and between COUNTY OF LOS ANGELES  
(hereafter "County"),  
and MEDQUIST TRANSCRIPTIONS, LTD.  
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "RADIOLOGY REPORTS TRANSCRIPTION SERVICES AGREEMENT", dated March 2, 1999, and further identified as County Agreement No. 72049 and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term for radiology reports transcription services scheduled to expire on September 30, 2009, for three (3) months through December 31, 2009, and make the changes described hereinafter; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective October 1, 2009.

2. This Amendment extends the term of the Agreement for three (3) months effective October 1, 2009 through December 31, 2009 under the same rate and provisions as set forth in the Agreement. All provisions of the Agreement in effect on September 30, 2009, shall remain in effect for the extension period. Contractor shall be compensated according to the same payment provisions and same rate(s) specified for the initial term of the Agreement.

3. Paragraph 70, CONTRACTOR'S CLOSE OUT OBLIGATIONS, shall be added to the Agreement as follows:

"70. CONTRACTOR'S CLOSE OUT OBLIGATIONS: Contractor shall transcribe all dictations received through December 31, 2009. Contractor will only accept those dictations that will produce a transcribed report before midnight, 12:00 a.m., on December 31, 2009. Contractor shall complete the transcribing of each dictation and make every effort to expedite close-out of all dictation jobs. In addition, Contractor shall complete all services including any reports requested in accordance with the terms and conditions of this Agreement.

Contractor shall make its best efforts to transition all services to a new Contract service provider, if necessary, at the expiration or termination of this Agreement, or at the request of the County."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

Chairman and Contractor has caused this Amendment to be subscribed in its behalf by  
its duly authorized officer, the day, month, and year first above written.

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By Lachelle Smitherman  
Deputy



ATTEST:  
SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors

By Lachelle Smitherman  
Deputy

APPROVED AS TO FORM:  
BY THE OFFICE OF THE COUNTY COUNSEL

By Edward  
Deputy

72049-9 LACUSC\_LVB

COUNTY OF LOS ANGELES

By Don Krabe  
Chairman, Board of Supervisors

MEDQUIST TRANSCRIPTIONS, LTD.

Contractor  
By Dominick J. Golio  
Signature

Dominick J. Golio  
Print Name

Title CFO  
(Affix Corporate Seal)

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

27

SEP 8 2009

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER



**MEDICAL TRANSCRIPTION SERVICES AGREEMENT**

AMENDMENT NO. 15

THIS AMENDMENT is made and entered into this 8th day of  
September 2009,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

MEDQUIST TRANSCRIPTIONS, LTD.  
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "MEDICAL TRANSCRIPTION SERVICES AGREEMENT", dated August 20, 1996, and further identified as County Agreement No. 70282 and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term for medical transcription services scheduled to expire on September 30, 2009, for three (3) months through December 31, 2009, and make the changes described hereinafter; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective October 1, 2009.

2. This Amendment extends the term of the Agreement for three (3) months effective October 1, 2009 through December 31, 2009, under the same rate and provisions as set forth in the Agreement. All provisions of the Agreement in effect on September 30, 2009, shall remain in effect for the extension period. Contractor shall be compensated according to the same payment provisions and same rate(s) specified for the initial term of the Agreement.

3. Paragraph 65, CONTRACTOR'S CLOSE OUT OBLIGATIONS, shall be added to the Agreement as follows:

"65. CONTRACTOR'S CLOSE OUT OBLIGATIONS: Contractor shall transcribe all dictations received through December 31, 2009. Contractor will only accept those dictations that will produce a transcribed report before midnight, 12:00 a.m., on December 31, 2009. Contractor shall complete the transcribing of each dictation and make every effort to expedite close-out of all dictation jobs. In addition, Contractor shall complete all services including any reports requested in accordance with the terms and conditions of this Agreement.

Contractor shall make its best efforts to transition all services to a new Contract service provider, if necessary, at the expiration or termination of this Agreement, or at the request of the County."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

Chairman and Contractor has caused this Amendment to be subscribed in its behalf by  
its duly authorized officer, the day, month, and year first above written.

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By Lachelle Smithman  
Deputy



ATTEST:  
SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors

By Lachelle Smithman  
Deputy

APPROVED AS TO FORM:  
BY THE OFFICE OF THE COUNTY COUNSEL

By [Signature]  
Deputy

70282-15 OVMC\_LVB

COUNTY OF LOS ANGELES

By [Signature]  
Chairman, Board of Supervisors

MEDQUIST TRANSCRIPTIONS, LTD.

Contractor  
By [Signature]  
Signature

Dominick J. Golio  
Print Name

Title CFO  
(Affix Corporate Seal)

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

27

SEP 8 2009

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**MEDICAL TRANSCRIPTION SERVICES AGREEMENT**

AMENDMENT NO. 10

THIS AMENDMENT is made and entered into this 8th day of  
September 2009,

by and between -

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

MEDQUIST TRANSCRIPTIONS, LTD.  
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "MEDICAL TRANSCRIPTION SERVICES AGREEMENT", dated May 5, 1998, and further identified as County Agreement No. 71386 and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term for medical transcription services scheduled to expire on September 30, 2009, for three (3) months through December 31, 2009, and make the changes described hereinafter; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective October 1, 2009.

2. This Amendment extends the term of the Agreement for three (3) months effective October 1, 2009 through December 31, 2009, under the same rate and provisions as set forth in the Agreement. All provisions of the Agreement in effect on September 30, 2009, shall remain in effect for the extension period. Contractor shall be compensated according to the same payment provisions and same rate(s) specified for the initial term of the Agreement.

3. Paragraph 68, CONTRACTOR'S CLOSE OUT OBLIGATIONS, shall be added to the Agreement as follows:

"68. CONTRACTOR'S CLOSE OUT OBLIGATIONS: Contractor shall transcribe all dictations received through December 31, 2009. Contractor will only accept those dictations that will produce a transcribed report before midnight, 12:00 a.m., on December 31, 2009. Contractor shall complete the transcribing of each dictation and make every effort to expedite close-out of all dictation jobs. In addition, Contractor shall complete all services including any reports requested in accordance with the terms and conditions of this Agreement.

Contractor shall make its best efforts to transition all services to a new Contract service provider, if necessary, at the expiration or termination of this Agreement, or at the request of the County."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

Chairman and Contractor has caused this Amendment to be subscribed in its behalf by  
its duly authorized officer, the day, month, and year first above written.

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By Lachelle Smitherman  
Deputy



ATTEST:  
SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors

By Lachelle Smitherman  
Deputy

APPROVED AS TO FORM:  
BY THE OFFICE OF THE COUNTY COUNSEL

By [Signature]  
Deputy

71386-10 MLK\_LVB

COUNTY OF LOS ANGELES

By [Signature]  
Chairman, Board of Supervisors

MEDQUIST TRANSCRIPTIONS, LTD.

Contractor  
By [Signature]  
Signature

Dominick J. Golio  
Print Name

Title CFO  
(Affix Corporate Seal)

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

27

SEP 8 2009

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

71386 Supplement No. 7

**MEDICAL TRANSCRIPTION SERVICES AGREEMENT**

AMENDMENT NO. 9

THIS AMENDMENT is made and entered into this 8th day of  
September 2009,

by and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	MEDQUIST TRANSCRIPTIONS, LTD. (hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "MEDICAL TRANSCRIPTION SERVICES AGREEMENT", dated July 30, 2002, and further identified as County Agreement No. 74108 and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term for medical transcription services scheduled to expire on September 30, 2009, for three (3) months through December 31, 2009, and make the changes described hereinafter; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective October 1, 2009.

2. This Amendment extends the term of the Agreement for three (3) months, effective October 1, 2009 through December 31, 2009, under the same rate and provisions as set forth in the Agreement. All provisions of the Agreement in effect on September 30, 2009, shall remain in effect for the extension period. Contractor shall be compensated according to the same payment provisions and same rate(s) specified for the initial term of the Agreement.

3. Paragraph 55, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76), shall be added to the Agreement as follows:

"55. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall



immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractor or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement."

4. Paragraph 56, CONTRACTOR'S CHARITABLE ACTIVITIES

COMPLIANCE, shall be added to the Agreement as follows:

"56. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the attached "Charitable Contributions Certification" form (Exhibit L), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202)."

5. Paragraph 57, CONTRACTOR'S CLOSE OUT OBLIGATIONS, shall be added to the Agreement as follows:

"57. CONTRACTOR'S CLOSE OUT OBLIGATIONS: Contractor shall transcribe all dictations received through December 31, 2009. Contractor will only accept those dictations that will produce a transcribed report before midnight, 12:00 a.m., on December 31, 2009. Contractor shall complete the transcribing of each dictation and make every effort to expedite close-out of all dictation jobs. In addition, Contractor shall complete all services including any reports requested in accordance with the terms and conditions of this Agreement.

Contractor shall make its best efforts to transition all services to a new Contract service provider, if necessary, at the expiration or termination of this Agreement, or at the request of the County."

6. Agreement Paragraph 17, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, shall be replaced in its entirety with:

"17. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against

the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

7. Agreement Paragraph 50, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be deleted and replaced in its entirety with the following:

"50. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the

debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or

terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

I. These terms shall also apply to any subcontractors of County Contractors."

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Chairman and Contractor has caused this Amendment to be subscribed in its behalf by  
its duly authorized officer, the day, month, and year first above written.

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By Lachelle Smitherman  
Deputy



ATTEST:  
SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors

By Lachelle Smitherman  
Deputy

APPROVED AS TO FORM:  
BY THE OFFICE OF THE COUNTY COUNSEL

By [Signature]  
Deputy

74108-9 Harbor\_LVB

COUNTY OF LOS ANGELES

By [Signature]  
Chairman, Board of Supervisors

MEDQUIST TRANSCRIPTIONS, LTD.

Contractor  
By [Signature]  
Signature  
Dominick J. Golio  
Print Name  
Title CFO  
(Affix Corporate Seal)

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

27

SEP 8 2009

[Signature]  
SACHI A. HAMAI  
EXECUTIVE OFFICER



## CHARITABLE CONTRIBUTIONS CERTIFICATION

Med Quist Transcriptions, Ltd.  
Company Name  
1000 Bishops Gate Blvd. Suite 300 Mt. Laurel, NJ 08054  
Address  
22-1850433  
Internal Revenue Service Employer Identification Number  
N/A  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Dominick T. Golio  
Signature

8/12/09  
Date

Dominick T. Golio / CFO  
Name and Title of Signer (please print)

**MEDICAL TRANSCRIPTION SERVICES AGREEMENT**

AMENDMENT NO. 7

THIS AMENDMENT is made and entered into this 8th day of  
September 2009,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

PEOPLESUPPORT RAPIDTEXT, INC.  
(hereafter "Contractor")

WHEREAS, on June 8, 1999, County and MedText, Inc. ("MedText"), dba RapidText, Inc. ("RapidText") entered into a "MEDICAL TRANSCRIPTION SERVICES AGREEMENT" for the provision of medical transcription services, further identified as County Agreement No. 72144 and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term for medical transcription services scheduled to expire on September 30, 2009, for three (3) months through December 31, 2009, and make the changes described hereinafter.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective October 1, 2009.

2. This Amendment extends the term of the Agreement for three (3) months effective October 1, 2009 through December 31, 2009, under the same rate and provisions as set forth in the Agreement. All provisions of the Agreement in effect on September 30, 2009, shall remain in effect for the extension period. Contractor shall be compensated according to the same payment provisions and same rate(s) specified for the initial term of the Agreement.

3. Paragraph 68, CONTRACTOR'S CLOSE OUT OBLIGATIONS, shall be added to the Agreement as follows:

"68. CONTRACTOR'S CLOSE OUT OBLIGATIONS: Contractor shall transcribe all dictations received through December 31, 2009. Contractor will only accept those dictations that will produce a transcribed report before midnight, 12:00 a.m., on December 31, 2009. Contractor shall complete the transcribing of each dictation and make every effort to expedite close-out of all dictation jobs. In addition, Contractor shall complete all services including any reports requested in accordance with the terms and conditions of this Agreement.

Contractor shall make its best efforts to transition all services to a new Contract service provider, if necessary, at the expiration or termination of this Agreement, or at the request of the County."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By Rachelle Smitherman  
Deputy



ATTEST:  
SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors

By Rachelle Smitherman  
Deputy

APPROVED AS TO FORM:  
BY THE OFFICE OF THE COUNTY COUNSEL

By [Signature]  
Deputy

72144-7 Rancho\_LVB

COUNTY OF LOS ANGELES

By [Signature]  
Chairman, Board of Supervisors

PEOPLESUPPORT RAPIDTEXT, INC.  
Contractor

By [Signature]  
Signature  
Peter Phan  
Print Name  
Title Secretary  
(Affix Corporate Seal)

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

27

SEP 8 2009

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Contract No. H-209835-9

**OVERFLOW MEDICAL TRANSCRIPTION SERVICES AGREEMENT**

**AMENDMENT NO. 9**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day of

\_\_\_\_\_ 2009,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

PEOPLESUPPORT RAPIDTEXT, INC.  
(hereafter "Contractor")

WHEREAS, on August 4, 1998, County and MedText, Inc. ("MedText"), dba RapidText, Inc. ("RapidText") entered into a "OVERFLOW MEDICAL TRANSCRIPTION SERVICES AGREEMENT" for the provision of overflow medical transcription services, further identified as County Agreement No. H-209835 and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term for overflow medical transcription services scheduled to expire on September 30, 2009, for three (3) months through December 31, 2009, and make the changes described hereinafter.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective on October 1, 2009.

2. This Amendment extends the term of the Agreement for three (3) months effective October 1, 2009 through December 31, 2009, under the same rate and provisions as set forth in the Agreement. All provisions of the Agreement in effect on September 30, 2009, shall remain in effect for the extension period. Contractor shall be compensated according to the same payment provisions and same rate(s) specified for the initial term of the Agreement.

3. Paragraph 68, CONTRACTOR'S CLOSE OUT OBLIGATIONS, shall be added to the Agreement as follows:

"68. CONTRACTOR'S CLOSE OUT OBLIGATIONS: Contractor shall transcribe all dictations received through December 31, 2009. Contractor will only accept those dictations that will produce a transcribed report before midnight, 12:00 a.m., on December 31, 2009. Contractor shall complete the transcribing of each dictation and make every effort to expedite close-out of all dictation jobs. In addition, Contractor shall complete all services including any reports requested in accordance with the terms and conditions of this Agreement.

Contractor shall make its best efforts to transition all services to a new Contract service provider, if necessary, at the expiration or termination of this Agreement, or at the request of the County."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

Director and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
John F. Schunhoff, Interim Director

PEOPLESUPPORT RAPIDTEXT, INC.  
Contractor

By   
Signature

Peter Phan  
Print Name

Title Secretary  
(Affix Corporate Seal)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL:  
Raymond G. Fortner County Counsel

H-209835-9 LACUSCoverflow\_LVB